

BUSINESS DIRECT APPLICATION

Company Name _____ Tax ID _____

Address _____

City _____ State _____ Zip _____

Email Address _____ Phone _____ Fax _____

USERS

NAME _____

Email Address _____

Phone _____

Last 4 digits of SS# _____

Mothers Maiden Name _____

Fathers Middle Name _____

Account Number _____

Account Number _____

Account Number _____

NAME _____

Email Address _____

Phone _____

Last 4 digits of SS# _____

Mothers Maiden Name _____

Fathers Middle Name _____

Account Number _____

Account Number _____

Account Number _____

NAME _____

Email Address _____

Phone _____

Last 4 digits of SS# _____

Mothers Maiden Name _____

Fathers Middle Name _____

Account Number _____

Account Number _____

Account Number _____

NAME _____

Email Address _____

Phone _____

Last 4 digits of SS# _____

Mothers Maiden Name _____

Fathers Middle Name _____

Account Number _____

Account Number _____

Account Number _____

Authorized Signer for Company _____

Please print, complete and return to any Stock Yards Bank office. Attn: Electronic Banking Services or mail to: Attn: Electronic Banking Services at 1040 E. Main St, Louisville, KY 40206

SCHEDULE D
Electronic Transactions
Business Direct Online Resolution

Stock Yards Bank & Trust

Referred to as "Financial Institution"

Referred to as "Corporation"

Tax ID: _____

AGENTS: Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title/Position

A. _____

E. _____

B. _____

F. _____

C. _____

G. _____

D. _____

H. _____

POWERS GRANTED: Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power.

A, B, C, D	Description of Power	Require Dual Security Yes/No	Dollar Limit
_____	(1) System Administrator (Full Internet Banking Authority. Items 1-20	_____	\$ _____
_____	(2) Add Online Accounts	_____	
_____	(3) Add Online Users	_____	
_____	(4) Internet Banking Account Activity Access/View		
_____	(5) Initiate Stop Payments on behalf of the Corporation	_____	\$ _____
_____	(6) Approve Stop Payments on behalf of the Corporation.		
_____	(7) Initiate Transfers between accounts on behalf of the Corporation	_____	\$ _____
_____	(8) Approve Transfers between account on behalf of the Corporation.		\$ _____
_____	(9) Initiate Business Bill Pay Payments	_____	\$ _____
_____	(10) Approve Business Bill Pay Payments		\$ _____

EFFECT ON PREVIOUS RESOLUTIONS: This resolution supersedes all other Electronic Transaction Corporation Authorization Resolutions dated previously.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same.

 Authorizing Officer

 Date

The Corporation named on this resolution resolves that,

- (1) This Electronic Transactions Corporate Authorization Resolution does not replace the Account Resolution, but is in addition to the Account Resolution. Authorities granted in this Electronic Transactions Corporate Authorization Resolution do not replace or override those existing in the Account Resolution but are in addition to.
- (2) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this Resolution.
- (3) This Resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution establishing the authority for the changes.
- (4) All electronic transactions, with respect to any deposits, withdrawals, transfers, or stop payments on behalf of the Corporation with the Financial Institution prior to the adoption of this Resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all electronic transactions that are drawn on the Financial Institution, so long as they contain the appropriate security authorization for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this Resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to credit cards, debit cards, and automated teller machines (ATM).
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN) User IDs and passwords, and digital signatures, and token security devices. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent (s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Business Direct Online Banking Agreement

This Business Direct Online Banking Agreement (“Agreement”) is effective between Stock Yards Bank & Trust Company (“Stock Yards Bank”) and _____ (“Customer”) as of the _____ day of _____, _____.

WHEREAS, Customer wishes to utilize Stock Yards Bank’s Premier Web Management or Business Direct Online Banking system for purposes of monitoring account balances and activity, or to initiate monetary transfers at Customer’s option, using ACH Origination, Wire Transfers, or Remote Deposit by initiating access through the Premier Web Management or Business Direct online banking system.

CUSTOMER AND STOCK YARDS BANK HEREBY AGREE AS FOLLOWS:

1. **For Clients that are U. S. legal entities, guidelines for completion:**

- If Client is a corporation, then an authorized officer named in the corporate resolution provided to Stock Yards Bank & Trust Co. must sign this Agreement.
- If Client is a partnership, limited liability company, limited liability partnership or sole proprietorship, then one of the authorized signers named on the account must sign this Agreement.
- If Client is a governmental entity, the Treasurer must sign this Agreement, unless Client’s charter states otherwise.

2. **Stock Yards Bank & Trust Co. Online Service Fee.** Once the Customer is an enrolled user of the Premier Web Management or Business Direct Banking system, Customer may be charged Monthly Fees and/or Usage Fees whether or not it uses the Services. Customer authorizes us to automatically deduct all applicable charges and fees from your Stock Yards Bank account.

(a) If you do not use this service for any three-month period, Stock Yards Bank reserves the right to discontinue your service without notice to you. To the extent permitted by law, you give us the right to set off against any account or any of your money or property which may be in our possession against any amount owed to us under this Agreement. This right of set off does not extend to any Keogh, IRA account, or similar tax-deferred deposit.

3. **Business Days.** Business days are Monday through Friday, except Federal bank holidays and days that Stock Yards Bank is not open for business. The business day cut off is 3:00 PM EST.

4. **Hours of Operation.** Although electronic transactions can be processed only on business days prior to the established cutoff times, you can use your Equipment to send us e-mail 24 hours a day, seven days a week, except during any scheduled maintenance periods.

5. **Liability for Account Transfers.** We or a third party acting as our agent, are responsible for completing Account Transfers and electronic transactions from your account(s) on time according to your properly entered and transmitted instructions.

6. HOWEVER, NEITHER STOCK YARDS BANK NOR ITS SERVICE PROVIDER WILL BE REQUIRED TO MAKE SUCH TRANSFERS:

- If Customer does not maintain adequate funds in a deposit account to complete requested transactions, or if that account has been closed or frozen;
 - If the requested transaction would cause Customer to exceed the account balance, any credit limit or credit arrangements;
 - If Customer has not followed instructions for completion of requested transaction;
 - If Customer attempt a funds transfer from an account with another financial institution.
 - If Customer, or any authorized user or agent commits any fraud violates any law or regulation;
 - If Customer's or Stock Yards Bank's equipment and/or software is not working properly;
- If circumstances beyond Stock Yards Bank's or its agent's control prevent completion of the requested transaction, despite reasonable precautions that the Bank has taken. Such circumstances may include, but are not limited to, computer failure, telecommunication outages, postal strikes or other labor unrest, delays caused by payees, fires, floods, or other natural disasters.
- If your Online Banking Service has been terminated or your account has been closed.

This list shall not be considered exhaustive of instances when Stock Yards Bank's performance may be excused. There may be other exceptions to the Bank's performance as stated in other agreements or at law.

7. SECURITY NOTICE AND CUSTOMER AGREEMENT AND INDEMNITY. Please note that electronic transfers are susceptible to computer fraud and hacking, including unauthorized intrusion into Customer's computer system and theft of passwords and other information that would allow a thief to direct Stock Yards Bank to transfer funds from Customer's account. It is often impossible to recover such funds once they have been transferred. In such a case, Stock Yards Bank will be unable to determine that the transfer is any different from authorized transfers. Therefore, Customer must take all necessary precautions to safeguard its computer system, especially its passwords, for making such transfers. Stock Yards Bank strongly recommends that the system and its security measures be established and monitored by trained and reliable computer specialists. By accepting this Agreement, Customer agrees that Stock Yards Bank will not be liable for any fraud, theft or unauthorized transfer that occurs due to a breach of the computer system as long as Stock Yards Bank complies with the terms of this Agreement even though funds are transferred to someone that is not entitled to them. Customer indemnifies Stock Yards Bank from any loss, theft, claim, cost or cause of action arising from any activity, including improper electronic transfers, which occur or are enabled by a breach of or intrusion into Customer's security system or by misuse thereof by anyone, including Customer's employee or representative. In particular, if a wrongdoer obtains Customer's password or other security information and makes a transfer under this Agreement, Customer will be liable for the loss and Stock Yards Bank will not.

To confirm that you have reviewed the foregoing section on behalf of Customer and that Customer understands and agrees to the foregoing and are aware of its liability, please sign and date this section below.

Customer: _____

Date: _____

8. **Performance of Software and Electronic Service.** In no event shall the Bank be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use the online services or for any loss of data, even if we have been informed of the possibility of such damages. We make no warranty regarding the equipment or software including any warranty of merchantability or fitnesses for particular purpose.

(a) In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Services to maintain or restore security to our Site and systems, if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

9. **Credit Verification.** You authorize us to check your credit, and verify or re-verify any information contained in this agreement at any time, either directly or through a credit reporting agency for each person who has a controlling ownership interest in your business. A controlling ownership interest shall mean the principal member, shareholder, business owner or other individual authorized to make significant business decisions regarding the direction and finances of your company.

10. **Delays/Force Majeure.** The obligations of the Bank shall be suspended to the extent and for so long as such obligations are hindered or prevented from being performed on account of labor disputes, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents or any other cause which is reasonably beyond the control of the Bank.

11. **ACH Origination.** ACH Origination service allows you to create an ACH file that we will then review and consider for processing if submitted before the posted cutoff time. Daily limits on these files are established at enrollment and may not be exceeded without prior authorization from us. Upon receipt of your ACH transaction file, we may choose not to process the request if your account does not contain sufficient funds to cover the transaction. You will be notified via email if an ACH file is denied. You may enter future dated files up to 30 days beyond the current business day. Future dated files will remain warehoused and will not be processed until the effective date of the ACH file. ACH files must have effective dates of the next business day in order to be processed on the current business day. ACH files with an effective date that falls on a holiday, weekend or other non-processing day will be processed the next business day. If you are granted access to this service, you will be assigned a maximum daily transaction limit, which may not be exceeded without contacting the Bank. You will be asked to provide a list of authorized employees who can contact the Bank to request changes in limits, request investigations or request that we don't process a file or request a reversal for a file that has been submitted. A separate Automated Clearinghouse Agreement must be executed by your authorized agent and your Bank account officer.

12. **Liability for Multiple Users of Your Account.** You must notify Stock Yards Bank in writing when you change any customer representative, designated user or authorized agent. No change in representative, user or agent will be effective until after the Bank has received your written notice. You will be responsible for all transactions by any such user, representative or agent until the Bank has had the opportunity to change its records. Further, you agree to notify your representative, user or agent that sharing of login IDs and passwords is strictly forbidden by this Agreement.

13. **Non-Assignment.** Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Stock Yards Bank's prior written consent. Stock Yards Bank may assign this Agreement or any of its rights, duties or obligations under this Agreement, without the prior consent of Customer. Stock Yards Bank may perform some or all of the services to be provided hereunder through one or more affiliated businesses or subcontractors, provided that the use or hiring of any affiliated business or subcontractor shall not modify Stock Yards Bank's obligations to cause the services to be provided. All references in this Agreement to the Stock Yards Bank include Stock Yards Bank acting through its affiliated businesses and/or subcontractors and all such affiliated businesses and/or subcontractors shall be entitled to the indemnification and other obligations owed by Customer to Stock Yards Bank.

14. **Waiver.** Stock Yards Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Stock Yards Bank's rights with respect to any other transaction or modify the terms of this Agreement.

15. **Severability.** In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

16. **Governing Law.** The parties hereto agree that the Jefferson Circuit Court, Commonwealth of Kentucky, shall have exclusive jurisdiction and venue of any litigation arising in connection with this Agreement or the transactions described herein. If Customer fails to pay Stock Yards Bank all amounts due hereunder, Stock Yards Bank may recover from Customer Stock Yards Bank's reasonable attorney's fees and court costs incurred in connection with such default.

17. **Waiver of Jury Trial.** CUSTOMER AND BANK HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO AGREEMENT OR OTHER ACTION ARISING IN CONNECTION HERewith THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

18. **Stock Yards Bank Responsibilities; Liability; Limitations on Liability; Indemnity.**

(a) Any liability of Stock Yards Bank to Customer shall be limited to Customer's actual damages without interest; in no event shall Stock Yards Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage which Customer may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Stock Yards Bank and regardless of the legal or equitable theory of liability which Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Stock Yards Bank's acts or omissions pursuant to this Agreement.

(b) Without limiting the generality of the foregoing provisions, Stock Yards Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of power, transmission or communication facilities, equipment failure, war, terrorism, emergency conditions or other circumstances beyond Stock Yards Bank's control.

In addition, Stock Yards Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Stock Yards Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Stock Yards Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

19. **Notices, Instructions, Etc.**

(a) Except as otherwise expressly provided herein, Stock Yards Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

(b) Stock Yards Bank shall be entitled to rely on any written notice or other written communication actually received and believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule D attached hereto. Customer may add or delete any Authorized Representative by written notice to Stock Yards Bank signed by at least two Authorized Representatives other than those being added or deleted. Such notice shall be effective on the second business day following the day of Stock Yards Bank's receipt thereof.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Stock Yards Bank, addressed to:

Stock Yards Bank and Trust Customer
1040 East Main Street
P. O. Box 32890
Louisville, KY 40232-2890
Attn: Treasury Management

and, if to Customer, addressed to:

Attn: _____

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

20. **Termination.**

(a) Either party may voluntarily terminate this Agreement upon 10 days written notice to the other party. Such termination shall take effect on the effective date as is specified in the notice provided, however, that the effective date may not be more than ten (10) calendar days after receipt of the notice unless both Customer and Stock Yards Bank agree otherwise in writing.

(b) Stock Yards Bank may immediately terminate this Agreement upon the occurrence of an “Event of Default”. An Event of Default is any of the following: (i) Customer fails to comply with its obligations, duties or responsibilities under this Agreement, the Account Agreement, or any other agreement it may have with Stock Yards Bank or any affiliate of Stock Yards Bank; (ii) if any representation, warranty or covenant given by the Customer was not true when given or is no longer true; (iii) Customer fails to pay when due any amount owed to Stock Yards Bank; (iv) any voluntary petition or involuntary petition against Customer shall be filed pursuant to any chapter of any bankruptcy code, or Customer shall make an assignment for the benefit of creditors, or there shall be

any marshalling of the assets of Customer for the benefit of Customer’s creditors, or there shall be any attempt to appoint a receiver for any of Customer’s affairs, or Customer is or claims to be insolvent or unable to pay its obligations in the ordinary course of business; (v) Customer fails to maintain available funds as required under Section 11; or (vi) Stock Yards Bank in good faith deems itself insecure. Customer shall be liable for any court costs and reasonable attorney’s fees incurred by Stock Yards Bank as a result of Customer’s breach of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Stock Yards Bank & Trust Company

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____